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SECOND SUPPLEMENTAL MORTGAGE between THE PUBLIC PARK AND RECREATION BOARD OF THE TOWN OF HELENA, a public corporation and instrumentality under the laws of the State of Alabama (herein called the "Board"), and FIRST BIRMINGHAM SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Delaware (herein called the "Lender"),

R E C I T A L S

Pursuant to a Construction Financing Agreement dated as of April 1, 1980 (herein called the "Construction Financing Agreement"), among the Board, Gobblers' Knob Swim and Tennis Club, Inc., an Alabama not-for-profit corporation (herein called the "Club"), the Lender and City National Bank, a national banking association (herein called the "Bank"), the Board has borrowed from the Lender and the Lender has lent to the Board the sum of \$50,000 in order to finance temporarily a portion of the costs of acquiring certain land located in the Town of Helena, Alabama, and constructing and equipping thereon facilities for use as a swim and tennis club for lease to the Club. In evidence of its indebtedness for said loan, the Board has executed and delivered to the Lender its Revenue Bond Anticipation Notes, Gobblers' Knob Swim and Tennis Club Project, Nos. 1 and 2, dated April 30, 1980 (herein together called "Bond Anticipation Notes Nos. 1 and 2"), in the principal amount of \$25,000 each. As security for the payment, when due, of the principal of and the interest on Bond Anticipation Notes Nos. 1 and 2, the Board has delivered to the Lender a Mortgage dated as of April 30, 1980 (herein called the "Mortgage"), covering the Project.

In order to provide for the loan from the Lender to the Board of an additional \$15,000 for the temporary financing of the costs of acquiring, constructing and equipping the Project in anticipation of the issuance by the Board of its long-term revenue bonds for the permanent financing of such costs, the Board, the Club, the Lender and the Bank entered into an Amendment to Construction Financing Agreement dated as of June 1, 1980 (herein called the "Amendment to Construction Financing Agreement"), pursuant to which the Board issued and sold to the Lender its Revenue Bond Anticipation Note, Gobblers' Knob Swim and Tennis Club Project, No. 3, in the principal amount of \$15,000 (herein called "Bond Anticipation Note No. 3"). In order to provide for equal and ratable security for the payment, when due, of the principal of and the interest on Bond Anticipation Notes Nos. 1 and 2 and Bond Anticipation Note No. 3 under the Mortgage, the Board and the Lender entered into a Supplemental Mortgage dated as of June 1, 1980, providing for Bond Anticipation Note No. 3 to be secured equally and ratably with Bond Anticipation Notes Nos. 1 and 2 under the Mortgage.

In order to provide for the loan from the Lender to the Board of an additional \$20,000 for the temporary fi-

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nancing of the costs of acquiring, constructing and equipping the Project in anticipation of the issuance by the Board of its long-term revenue bonds for the permanent financing of such costs, the Board, the Club, the Lender and the Bank will enter into a Second Amendment to Construction Financing Agreement dated as of March 1, 1981 (herein called the "Second Amendment to Construction Financing Agreement"), pursuant to which the Board will issue and sell to the Lender its Revenue Bond Anticipation Note, Gobblers' Knob Swim and Tennis Club Project, No. 4, in the principal amount of \$20,000 (herein called "Bond Anticipation Note No. 4"). In order to provide for equal and ratable security for the payment, when due, of the principal of and the interest on Bond Anticipation Notes Nos. 1, 2 and 3 and Bond Anticipation Note No. 4 under the Mortgage, as supplemented and amended, the Board and the Lender are entering into this Second Supplemental Mortgage.

NOW, THEREFORE, in consideration of the premises and of the respective agreements of the Board and the Lender herein contained, the Board does hereby agree as follows:

Section 1. Any reference herein and in the Mortgage to "the Mortgage" and "this Mortgage" henceforth shall be deemed to include the supplements and amendments contained in that certain Supplemental Mortgage dated as of June 1, 1980, between the Board and the Lender and in this Second Supplemental Mortgage.

Section 2. Any reference in the Mortgage to the "Construction Financing Agreement" henceforth shall be deemed to include the amendments contained in the Amendment to Construction Financing Agreement and in the Second Amendment to Construction Financing Agreement.

Section 3. Any reference in the Mortgage to the "Bond Anticipation Notes" henceforth shall be deemed to include Bond Anticipation Note No. 4 as well as Bond Anticipation Notes Nos. 1, 2 and 3.

Section 4. Any reference in the Mortgage to the "Note Guaranty Agreement" henceforth shall be deemed to include the amendments contained in that certain Amendment to Note Guaranty Agreement dated as of June 1, 1980, and in that certain Second Amendment to Note Guaranty Agreement dated as of March 1, 1981, between the Club and the Lender.

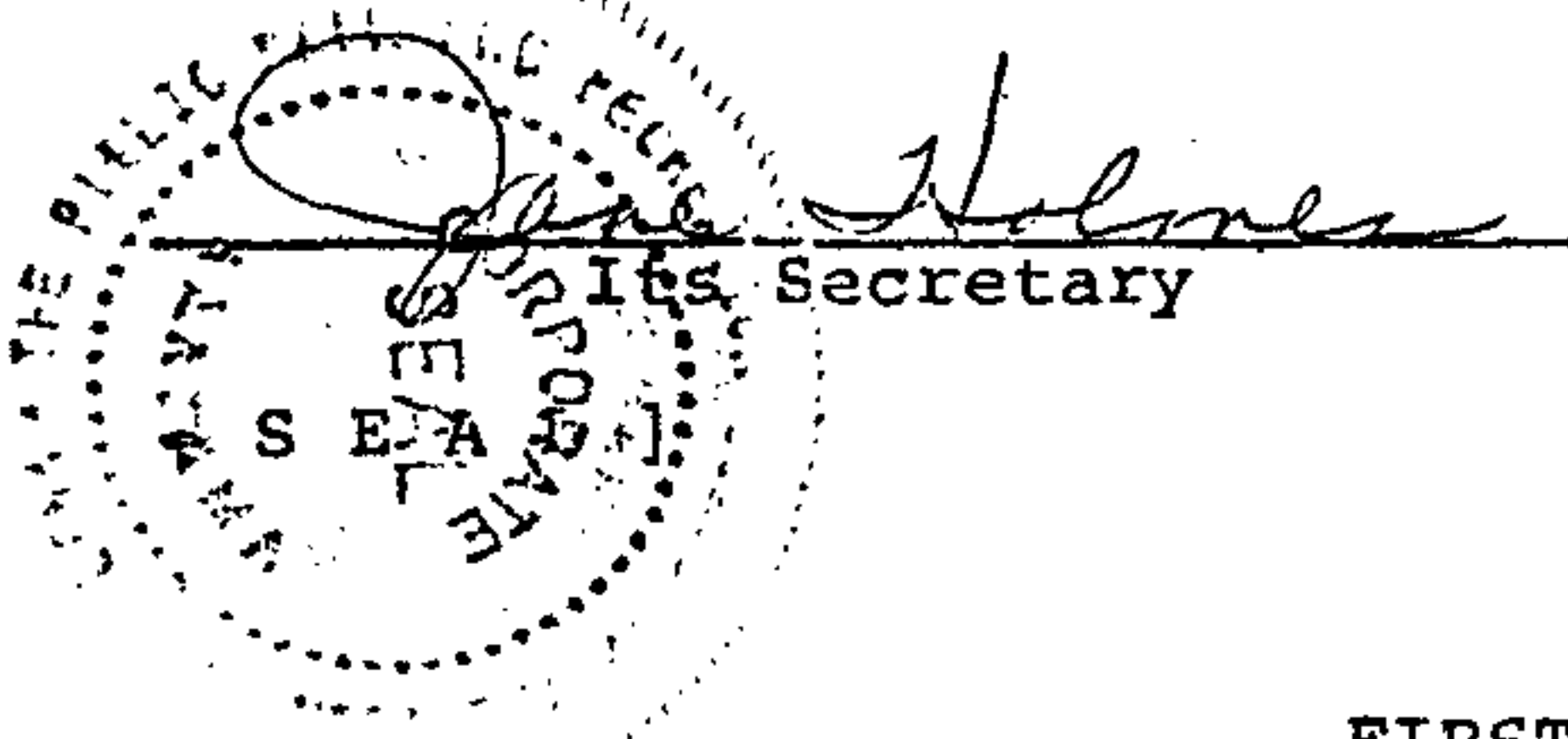
Section 5. Except for the supplements and amendments herein set forth and such changes in detail as shall be necessary in order to give effect thereto, the Mortgage shall remain in full force and effect in accordance with the provisions thereof.

IN WITNESS WHEREOF, the Board and the Lender have caused this Second Supplemental Mortgage to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, have caused this Second Supplemental Mortgage to be attested by their duly authorized officers, in five (5) counterparts, each of which shall be deemed an original, and have caused this Second Supplemental Mortgage to be dated as of March 1, 1981, although actually executed by the Board on March 19, 1981, and by the Lender on March 19, 1981, and delivered by the parties hereto on March 19, 1981.

THE PUBLIC PARK AND RECREATION BOARD
OF THE TOWN OF HELENA

By Reid R. Crotty
Chairman of its Board of Directors

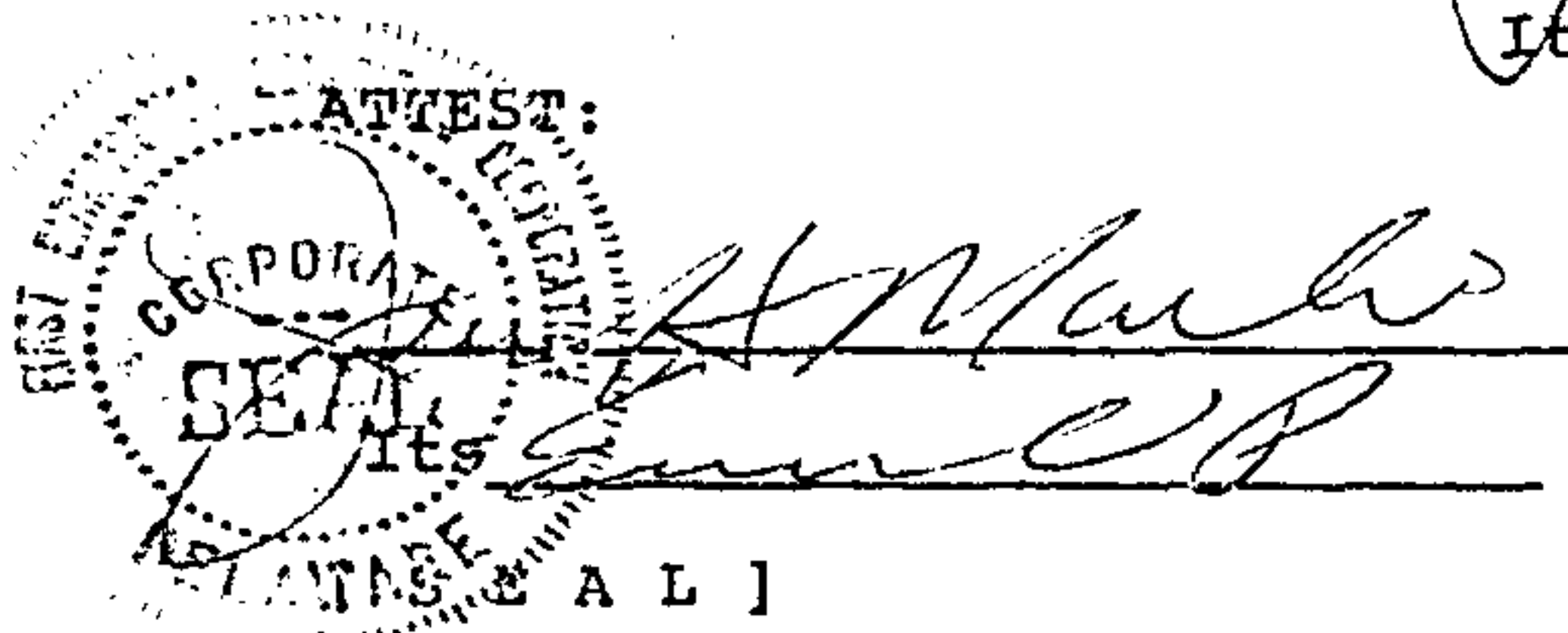
ATTEST:



FIRST BIRMINGHAM SECURITIES CORPORATION

By James H. [Signature]
Its President

ATTEST:



STATE OF ALABAMA)
COUNTY OF Shelby)

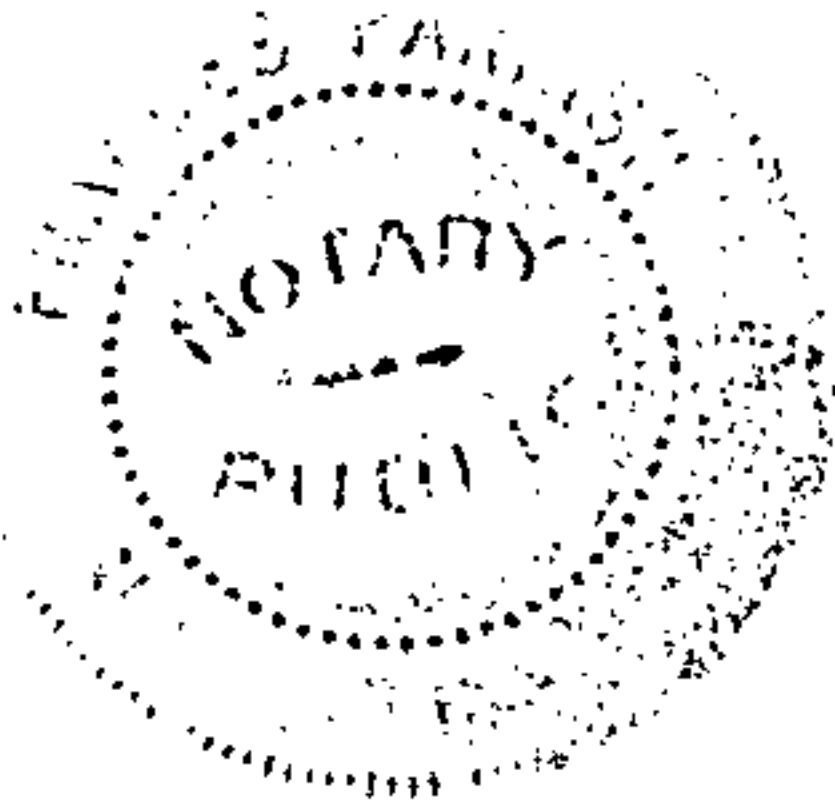
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Reid A. Crotty, whose name as Chairman of the Board of Directors of THE PUBLIC PARK AND RECREATION BOARD OF THE TOWN OF HELENA, a public corporation and instrumentality under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

GIVEN under my hand and official seal of office this 19th day of March, 1981.

[NOTARIAL SEAL]

James Patrick
Notary Public

My Commission Expires May 14, 1984

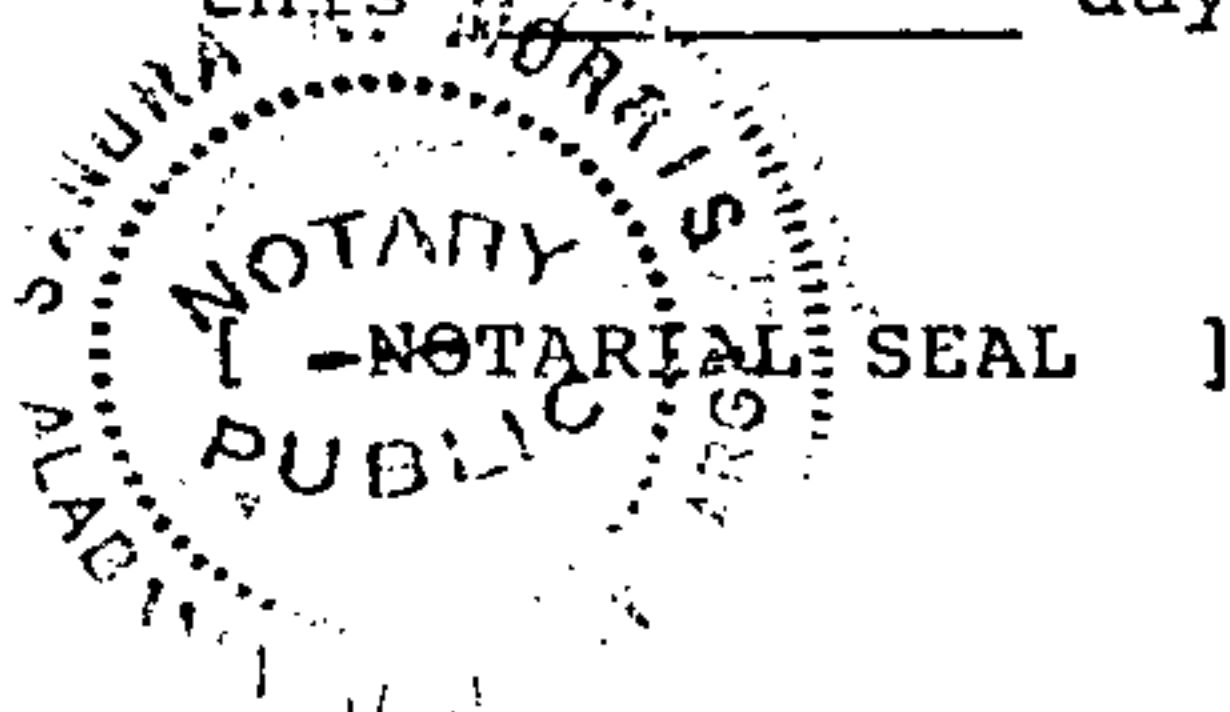


STATE OF ALABAMA)
COUNTY OF Jackson)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Exempt
1981 MAR 25 AM 10:27 Reid A. Crotty
700
J. Thomas A. [Signature]
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that James A. [Signature], whose name as [Signature] of FIRST BIRMINGHAM SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Delaware, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal of office this 19th day of March, 1981.



James A. [Signature]
Notary Public

My Commission Expires December 31, 1983